



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 3, 2006

IN REPLY PLEASE
REFER TO FILE: T-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TRAFFIC SIGNAL CONTROL SYSTEM
CITY OF NORWALK-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Public Works, or his designee, to sign the enclosed Cooperative Agreement between the City of Norwalk and the County of Los Angeles, which provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase and install a new traffic signal control system and related equipment within the City of Norwalk. The Agreement provides for the County to provide a not-to-exceed amount of \$458,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority's Grant Funds and matching County funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1995, Public Works has administered Intelligent Transportation System (ITS) projects within various cities and the unincorporated areas. The primary system component of these projects is a traffic signal control system that allows traffic signals to be monitored and controlled from a remote location, such as a traffic management center, city hall, or a maintenance yard.

This Agreement for a traffic signal control system will provide the City with the ability to provide for continuous monitoring of traffic conditions and traffic signal operations at specified intersections within the City of Norwalk and build upon the benefits achieved by the traffic signal synchronization projects currently underway by Public Works. The traffic signal control system will also provide two-way communications and control functions between the traffic signal controllers and remote workstations. Pursuant to the Agreement, the County will be responsible for installing a fiber optic communications along portions of Firestone Boulevard and Imperial Highway.

To enable the work to be completed in an expeditious manner and to enable the City to assume ownership, maintenance, and appropriate warranties on software and hardware, the City of Norwalk has agreed to procure their agency's system, as described in Attachment A of the enclosed Agreement. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. This Agreement is authorized and provided for by the provisions of Sections 1680-1685 of the California Streets and Highways Code.

Implementation of Strategic Plan Goals

These recommendations are consistent with the County's Strategic Plan Goal of Service Excellence as the implementation of this project will result in reduced traffic congestion and delay, improved mobility, and reduced vehicle emissions, thus improving the overall quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

The cost of the project is estimated to be \$458,000 and is budgeted in the Fiscal Year 2005-06 Proposition C Local Return Fund budget. The Los Angeles County Metropolitan Transportation Authority Grant Funds in the amount of \$398,100, will reimburse part of the project.

This project will be funded by Los Angeles County Metropolitan Transportation Authority 1995 Call for Projects, Proposition C Discretionary Grant Funds for the Gateway Cities Traffic Signal Forum and Proposition C sales tax. There will be no impact to the County general fund.

The Honorable Board of Supervisors
August 3, 2006
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement, which has been approved as to form by County Counsel, provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase and install a new traffic signal control system software and related equipment within the City of Norwalk. The Agreement establishes the County contribution to the City for actual expenditures not to exceed \$458,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds and other County funds.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed system.

CONCLUSION

Upon approval, please return three adopted copies of this letter to Public Works. After final approval by the City of Norwalk, we will provide you with a fully executed original copy marked COUNTY ORIGINAL for your files.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

for

ROC:pc

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____, 2006, by and between the CITY OF NORWALK, a municipal corporation in the County of Los Angeles CITY and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, COUNTY:

W I T N E S S E T H

WHEREAS, CITY proposes to procure Traffic Signal Control System Software according to a scope of work that the CITY received from their chosen vendor, Econolite Traffic Control Products, Inc. as summarized in Attachment A of this AGREEMENT, which work is hereinafter referred to as PROJECT; and

WHEREAS, the procurement of Traffic Signal Control System Software is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the procurement administration for PROJECT; and

WHEREAS, COUNTY intends to install fiber optic communications along Firestone Boulevard from the westerly city boundary to Imperial Highway and on Imperial Highway from Firestone Boulevard to the easterly city boundary to enable communications for PROJECT; and

WHEREAS, PROJECT will be completed in two phases and the installation of fiber optic communications is required to complete the second phase; and

WHEREAS, the COST OF PROJECT includes the costs of the Traffic Signal Control System Software, hardware, communications equipment, traffic signal controller upgrades at the intersections indicated on Attachment A and 4 years of vendor System maintenance and support for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY has secured and obtained grant funds from the MTA up to a maximum of Three Hundred Ninety Eight Thousand-One Hundred and 00/100 Dollars (\$398,100) the MTA Grant Funds and will provide matching funds up to a maximum of Fifty Nine Thousand-Nine Hundred and 00/100 Dollars (\$59,900) the County Matching Funds to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the MTA Grant Funds and COUNTY Matching Funds to reimburse CITY for actual expenditures not to exceed an aggregate

total of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458,000) the County Maximum Contribution toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT, if any, in excess of COUNTY'S Maximum Contribution of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458,000); and

WHEREAS, the total COST OF PROJECT is currently estimated to be Four Hundred Fifty Eight Thousand and 00/100 Dollars (458,000) with MTA Grant Funds of Three Hundred Ninety Eight Thousand-One Hundred and 00/100 Dollars (\$398,100) and COUNTY Matching Funds of Fifty Nine Thousand-Nine Hundred and 00/1000 Dollars (\$59,900); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the procurement administration for PROJECT;
- b. To finance the remaining COST OF PROJECT, if any, that is in excess of COUNTY'S Maximum Contribution of Four Hundred Fifty Thousand and 00/100 Dollars (\$458,000);
- c. To prepare the necessary environmental review documents and make the required environmental findings in compliance with the California Environmental Quality Act;
- d. To advertise, as needed, PROJECT for software bids, to inform COUNTY of the content of the bids received and to administer the procurement contract;
- e. To furnish COUNTY with information on all contract change orders for PROJECT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below;
- f. To administer the installation and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-Five Percent (25%) Discretionary funds. Upon not less than 24 hours advance notice, CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly authorized representatives, and shall be retained by the CITY for a period of

not less than seven (7) years after final payment to contractor(s) for PROJECT.

- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the software vendor(s) Contractor's General Liability and automobile insurance policies;
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above;
- i. To submit invoice, COUNTY in the amount of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458,000) within 30 days of the adoption of this Agreement by COUNTY, subject to paragraph (3) h., below.
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, including the fiber optic communications to be constructed as a part of the second phase of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction, including maintaining timing of traffic signals and fiber optic communications.

(2) COUNTY AGREES:

- a. To secure and obtain MTA grant funds to be used to finance the COST OF PROJECT;
- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of PROJECT by utilizing MTA Grant Funds and COUNTY Matching Funds up to a maximum amount of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458, 000) and subject to paragraph (3) e., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF PROJECT shall be determined by a final accounting of PROJECT costs;
- c. To review construction bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change orders.

- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT; and
- e. To construct and install, at COUNTY'S sole cost, fiber optic communications along Firestone Boulevard from the westerly city boundary to Imperial Highway and on Imperial Highway from Firestone Boulevard to the easterly city boundary.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the MTAs Bus Speed Improvements Program guidelines.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of procurement administration, and the Traffic Signal Control Software and system testing, and all other work and materials necessary to complete PROJECT in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of the contract, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor for PROJECT.
- e. If COST OF PROJECT, based upon the final accounting described in paragraph (1)h, above, is less than COUNTY'S advance payments to CITY as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. During implementation of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of PROJECT. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY

inspector shall be responsible for the proper inspection of PROJECT as needed.

- g. COUNTY shall not be liable for any costs for PROJECT that do not conform to the regulations and requirements of MTA, as referred to in paragraph (1) f., above.
- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from MTA pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the MTA. Notwithstanding the foregoing, CITY shall have no obligation to return any funds advanced by COUNTY is the cause for MTA not reimbursing COUNTY pursuant to Memorandum of Understanding Number 495-246-3-92-95.
- i. This AGREEMENT may be amended or modified only by mutual written consent of both COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Delfino Consunji
City Engineer
City of Norwalk
12700 Norwalk Boulevard
Norwalk, CA 90650

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF NORWALK on _____, 2006, and by the COUNTY OF LOS ANGELES on _____, 2006.

COUNTY OF LOS ANGELES

By _____
Director, Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF NORWALK

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

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ATTACHMENT A

WORK DESCRIPTION	ESTIMATED COST
PHASE 1	
Servers, computers, and auxiliary equipment	\$ 36,400
Controller upgrades	\$ 30,000
Field to center communications equipment	\$ 68,250
Software license, integration, testing, and training	\$147,950
Subtotal Phase 1	\$282,600
PHASE 2	
Controller upgrades	\$ 17,150
Field to center communications equipment	\$ 44,250
Integrated closed circuit television module	\$ 28,000
Subtotal Phase 2	\$ 89,400
Total Phases 1 and 2	\$372,000
Contingencies	\$ 38,000
4-Year System Maintenance	\$ 48,000
Grand Total	\$458,000

TRAFFIC SIGNAL CONTROLLER UPGRADE LOCATIONS

Rosecrans and Studebaker	Rosecrans and Shoemaker	Firestone and San Antonio
Rosecrans and Harvest	Rosecrans and Carmenita	Firestone and Pioneer
Rosecrans and Fallon	Studebaker and Imperial Hwy	Firestone and Woods
Rosecrans and Pioneer	Studebaker and Leffingwell	Firestone and Imperial Hwy.
Rosecrans and Clarksdale	Studebaker and Lindora	Firestone and Target Driveway
Rosecrans and Funston	Studebaker and Foster	Firestone and Studebaker
Rosecrans and Norwalk	Studebaker and Littchen	Firestone and Albertsons Driveway
Imperial Hwy and Curtis and King	Imperial Hwy and Volunteer	Imperial Hwy and Kalnor
Imperial Hwy and Jersey	Imperial Hwy and Pioneer	Imperial Hwy and Food 4 Less
Imperial Hwy and Norwalk	Imperial Hwy and AVD Manuel	
Imperial Hwy and Ralphs Drive	Imperial Hwy and Bloomfield	